

Agreement

Between

Township of Lower Alloways Creek

And

*Lower Alloways Creek Police Officers
NJFOPLC*

January 1, 2011 through December 31, 2013

AGREEMENT BETWEEN THE TOWNSHIP OF LOWER ALLOWAYS CREEK
AND THE LOWER ALLOWAYS CREEK POLICE OFFICERS/NJFOPLC FOR
THE YEARS 2011-2013

A. The Township Committee of the Township of Lower Alloways Creek, herein referred to as "Township" and the NJFOPLC Lower Alloways Creek Police Officers herein referred to as "Council" agree as follows:

ARTICLE 1

RECOGNITION

This agreement represents the full and complete agreement between the Council and the Township concerning working conditions and compensation for the calendar years 2011-2013. For the purposes of this agreement, the Council is comprised of Police Officers, including Lieutenant, Sergeant First Class, Sergeant, Corporal and Patrolmen.

ARTICLE 2

WORK HOURS

- A. The following shifts/schedules shall be in effect:
1. Twelve (12) hour – 6 AM to 6 PM. And 6 PM to 6 AM.
 2. Shifts will rotate from day shift to night shift on a schedule mutually agreed upon by the Council and the Director of Public Safety or the Chief of Police. The schedule will be as follows: 2 on – 2 off, 3 on - 2 off, 2 on - 3 off.
- B. Each officer assigned to a twelve (12) hour shift shall be entitled to thirteen (13) hours of Kelly time off on the last day of each calendar month up until the signing of this agreement. Thereafter, Kelly Time shall cease. Any accumulated but not used Kelly time shall be paid at straight time 30 days after the full execution of this Agreement.
- C. Kelley Time accumulation shall be eliminated, by each officer assigned to a 12 hour shift, taking 8 hours off in each 28 day period

ARTICLE 3 SALARIES

Township will pay bi-weekly the following yearly salaries to Officers.

A. Any increase in pay for 2011 shall commence at the signing of this agreement.

There shall be no retroactive payment for 2011.

B. Officers shall be paid as follows:

	2011	2012	2013
Lieutenant	\$86,878	\$89,050	\$91,276
Sergeant First Class	\$84,272	\$86,379	\$88,538
Sergeant	\$81,666	\$83,707	\$85,800
Corporal	\$78,709	\$80,676	\$82,693
Patrolman			
Step 8	\$74,268	\$76,125	\$78,028
Step 7	\$70,861	\$72,633	\$74,449
Step 6	\$69,637	\$71,378	\$73,163
Step 5	\$64,857	\$66,478	\$68,140
Step 4	\$58,804	\$60,274	\$61,781
Step 3	\$53,654	\$54,995	\$56,370
Step 2	\$48,812	\$50,032	\$51,283
Step 1	\$40,000	\$41,000	\$42,025

B. It is understood that each step is one year. Each employee shall move to next step the next year on their anniversary date. Anniversary date shall include time spent as probationary officer.

C. For purposes of calculating a prevailing rate or wage, 2080 hours actually worked will constitute one (1) year's service.

D. If a Part-time Police Officer is hired as full-time, a service adjustment will be made after five years of continuous full-time service, with no retroactive pay or pension payments. For the purpose of service adjustment, one year of part-time service would equal 2080 hours actually worked.

E. Any officer who assumes the duties of a Corporal because there is no corporal or other superior officer on duty and in a capacity to respond to calls for service shall be paid one dollar per hour (\$1.00 per/hr) more than the officer's regular rate.

F. Any officer who is assigned to duty investigations shall be paid at the Corporal rate of pay, unless they already hold a rank above Corporal at which time the officer shall remain at his/her rate of pay.

ARTICLE 4

OVERTIME AND SUNDAY PAY

1. Prevailing Wage or Prevailing Rate means the employee's hourly wage/rate which is determined by dividing 2080 hours into the employee's yearly salary.

2. Each Officer shall be paid 1 ½ times his/her prevailing hourly wage for all time in excess of the hours of ordinary duty, except when working a holiday as provided herein is being received.

3. Each employee shall be paid 1 ½ times his/her prevailing hourly wage for all hours worked on Sundays. If an Officer works an unscheduled shift on Sunday, he/she will be entitled to 1 ½ times the employees prevailing wage and another ½ of the employee's prevailing wage.

ARTICLE 5

SHIFT DIFFERENTIAL

In addition to regular salary, each Officer shall receive \$.65 per hour for every hour worked on the 6 PM to 6 AM shift.

ARTICLE 6

CALL-IN/EXTENDED TIME/LESS THAN 10 HOURS OFF PAY

A. A regular Police Officer shall receive a minimum of three hours at 1 ½ times his/her salary whenever he/she is required to report for duty during his/her scheduled time off. None of the foregoing payments shall be made, however, unless the Director of Public Safety or the Chief of Police, or their designee has approved the Officer being called to report during his/her scheduled time off or unless there is an emergency, as determined by the Director of Public Safety or the Chief of Police, or their designee.

B. Paragraph A shall not apply to time spent by an Officer attending training sessions outside his/her regularly scheduled duty hours. Instead, Officers shall be entitled to compensatory time for training that occurs outside their normal duty hours. The compensatory time shall be scheduled by the Director of Public Safety or the Chief of Police, or their designee.

1. Compensatory time is calculated at 1 ½ times the hours spent in training.
2. Requests for compensatory time off will require approval of the Director of Public Safety, the Chief of Police or their Designee
3. Once a compensatory day (Comp Time) is granted for time off work, it shall not be rescinded.

C. A regular Officer shall receive 4 (four) hours prevailing rate in addition to 1 ½ times his/her prevailing hourly rate for all hours worked whenever he/she is forced to remain on duty after his/her scheduled shift.

D. Each Officer shall be paid at 1 ½ times his/her prevailing hourly wage rate for working a shift which, per posted schedule, commences ten (10) hours or less after the end of his/her previously scheduled and worked shift, unless he/she qualifies for holiday pay.

ARTICLE 7

BONUS FOR DUTY INVESTIGATOR

An annual bonus of five hundred dollars (\$500.00) will be paid to the duty investigator provided he performs the position of duty investigator for a period of more than six (6) months during the calendar year for which said bonus was paid.

ARTICLE 8

CLOTHING MAINTENANCE ALLOWANCE

A. Township shall furnish all uniforms to Officers and shall, in addition, pay a clothing maintenance allowance of \$800.00 per year to each Officer.

B. Non-uniformed sworn officers will receive a \$700.00 per year clothing purchase allowance.

ARTICLE 9

LONGEVITY

For the contract year 2011, police officers shall receive the following longevity payments:

After five (5) years of service, all regularly employed Police Officers shall annually receive a longevity payment of two percent (2%) of said Officers' base salary.

After ten (10) years of service, said Officers shall annually receive a longevity payment of four percent (4%) of base salary.

After fifteen (15) years of service, said Officers shall annually receive a longevity payment of six percent (6%) of base salary.

After twenty (20) years of service, said Officers shall annually receive a longevity payment of eight percent (8%) of base salary.

For the contract year 2012, police officers shall receive the following longevity payments:

After five (5) years of service, all regularly employed Police Officers shall annually receive a longevity payment of one percent (1%) of said Officers' base salary.

After ten (10) years of service, said Officers shall annually receive a longevity payment of two percent (2%) of base salary.

After fifteen (15) years of service, said Officers shall annually receive a longevity payment of three percent (3%) of base salary.

After twenty (20) years of service, said Officers shall annually receive a longevity payment of four percent (4%) of base salary.

For the contract year 2013, police officers shall not receive any longevity payments as they are eliminated in their entirety.

Until the elimination of longevity, payments may be taken after the individual officers' anniversary date but before the end of that calendar year. The payment will be made at the officer's current salary at the time of application for longevity payment.

ARTICLE 10

HOLIDAYS AND COMPENSATION

The following holidays shall be observed with compensation as follows:

A. An Officer who works on a holiday listed below, such Officer shall be compensated at 2 ½ times his/her prevailing hourly rate for time actually on duty, except that for Christmas Day the rate will be 3 times the rate.

B. Other Officers who are not scheduled for duty and do not perform services on such official holiday shall be compensated for eight (8) hours at their prevailing hourly rate.

C. Said official holidays are as follows:

New Year's Day
President's Day
Good Friday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

ARTICLE 11

PERSONAL TIME AND BEREAVEMENT

A. PERSONAL TIME: Each Officer shall be entitled to 56 (fifty-six) hours of personal time for personal business , provided that the Director of Public Safety or the Chief of Police, or their designee approves the time off in advance of the time.

B. BEREAVEMENT: Members and employees will be allowed three (3) bereavement days with pay for any time, from the day of death until the day after burial, for the following family members: father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law.

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, first degree cousin, one (1) bereavement day with pay shall be allowed on the day of burial.

C. Exceptions to this rule may be granted by the Director of Public Safety or the Chief of Police where the deceased is buried in another city or state and the member would be unable to return in the time normally allowed.

ARTICLE 12

VACATIONS

A. Officer hired before January 1, 2011 shall receive vacation with pay as follows:

1-5 years' service	112 hours annually
5-10 years' service	168 hours annually
10-15 years' service	224 hours annually
15-20 years' service	264 hours annually
20 years' or more	304 hours annually

B. Officer hired after January 1, 2011 shall receive vacation with pay as follows:

1-5 year's service	96 hours annually
6-10 year's service	144 hours annually
11-15 year's service	180 hours annually
16-20 year's service	216 hours annually
21+ year's service	240 hours annually

C. A maximum of fifty six (56) vacation hours may be carried over to the following calendar year.

If an employee is denied vacation leave by the employer due to manpower shortages, the employee may carry over an additional fifty-six (56) hours for a total of one-hundred-twelve (112) hours and be paid for those hours not able to be carried over.

ARTICLE 13

SICK LEAVE

Each Officer shall receive his/her regular salary during absences due to illness or injury whether incurred on or off duty provided that:

A. This injury or illness is not a direct result from engaging in any outside business or employment that has not been approved in advance by the Director of Public Safety or the Chief of Police, or their designee; and

B. The Officer produces a certificate from a New Jersey Licensed Medical Doctor stating that he/she is unable to report for duty, if illness exceeds two (2) days; and

C. Such salary shall terminate at the end of six (6) months continuous absence from duty, subject to review, at which time there shall be a review and determination made of the case, by the Township Committee and Chief of Police.

ARTICLE 14

JURY LEAVE

A. An employee called to jury duty by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay and the daily jury fee, subject to the following conditions:

1. The employee must-notify the Police Chief immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day the employee is attending jury duty, he or she is released by the court at least four (4) hours prior to end of his shift, that employee shall be required to return to work within one hour of release from jury duty that day in order to receive pay for that day.

C. If the employee works the night shift, he will be excused from work if he goes to jury duty for an entire day.

ARTICLE 15

COLLEGE REIMBURSEMENT

Any Officer who attends a course that pertains to his/her job in the Police Department or granting college course credits, on his/her off-duty time, in pursuit of a degree in law enforcement shall be reimbursed for his/her mileage on his/her personal car going to and from classes from his/her home at the rate of \$.40 per mile, plus bridge and turnpike tolls, textbooks, and tuition. Courses must be approved in advance by the Director of Public Safety or the Chief of Police. The course will be paid for in advance by the Township, but the Township Committee requests a transcript of grades after completion. If the transcript reveals a failing grade, the Township will be reimbursed for the course by the applicant.

ARTICLE 16

INSURANCE PROVIDED

A. Each Officer, their spouse and dependants shall be covered by the life insurance provided by the Police and Firemen's Retirement System.

B. The Township will provide for each Officer, spouse and dependants healthcare benefits, including dental, through the IDA with Well Care in effect at the signing of this agreement. . The employee shall pay one and one-half percent of base salary toward his/her healthcare benefits with pre-tax dollars, along with the deductibles and co-pays set forth below.

1. In-Network Out of Pocket Expenses

IDA with Well Care (in Network coverage) (employee pays any additional out of network costs)

- a. Single Coverage \$ 500.00 maximum Out of Pocket Expenses paid by the employee. The \$500 deductible shall be paid as follows:

First \$100.00 paid at first visit, the remaining \$400.00 paid by 20% of the next \$2000.00 for single coverage.

- b. Family Coverage or Parent/Child \$1000.00 maximum Out of Pocket Expenses paid by the employee. The \$1000 Out of Pocket Expenses shall be paid as follows:

First \$200.00 paid at first visit, the remaining \$800.00 paid by 20% of the next \$4000.00 for Family coverage.

2. Co-pays for prescriptions

\$5.00 co-pay generic prescriptions

\$20.00 co-pay Brand Name prescriptions

Mail order 2 times co-pay

Whenever possible, Generic prescriptions will be preferred, when medically possible

C. If the Township elects to change the healthcare coverage, the Association will consent to the change so long as the healthcare coverage provided is equal to or better than the IDA with Well Care in effect at the signing of this agreement.

D. Dependents shall be covered under 26 years of age or as otherwise required by law

ARTICLE 17

DISABILITY HEALTH INSURANCE

In the event an Officer, becomes disabled as a result of an incident which occurs on the job and in the line of duty, Township will pay said member's costs for continuing health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) on a monthly basis until such time that:

A. said member is determined totally disabled and commences receipt of benefits under Medicare;

B. a determination is made that said member is not totally disabled and is not eligible for benefits under Medicare.

In either event, Township will discontinue payment of health benefits upon a determination of (A) or (B) above.

ARTICLE 18

HEALTH INSURANCE FOLLOWING RETIREMENT

A. After retirement, with twenty-five years of service in PFRS and twenty (20) years of services with the Township, full-time Police Officers, their Spouses and dependents shall be entitled to have maintained at the Township's expense, such life insurance and medical insurance under the Township's policies/plans at the time of the officer's retirement.

B. Dependents shall be covered under 26 years of age or as otherwise required by law

ARTICLE 19

SURVIVING SPOUSE BENEFITS

The spouse of each Police Officer, shall be covered for health benefits per the following:

A. If a Police Officer is killed in the line of duty, the surviving spouse and children will be covered until remarriage.

B. If a Police Officer dies, not in the line of duty, the surviving spouse and children will be covered until remarriage; and:

(1) Benefits provided herein shall cease if the spouse remarries or fails to reestablish the claim each year with the Township Financial Officer.

(2) Dependents under this coverage shall have the same qualifications as in the terms of other coverage provisions. Dependents shall be covered under 26 years of age provided that if said dependents are over 19 years of age and under 26 years of age

they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

C. After retirement, when a Police Officer, predeceases a spouse, the surviving spouse will be covered until remarriage.

ARTICLE 20

EYE EXAMINATION ALLOWANCE

The Township will pay up to \$200.00 to Police Officers and/or any member(s) of his/her immediate family for an annual eye examination and corrective lenses upon submittal of receipt from a licensed optometrist. The total benefit may be used as a lump sum at any time during the term of the contract. If the officer leaves the Township's employment during the term of the contract, the Officer shall reimburse the Township the prorated amount not earned during the contract period.

ARTICLE 21

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to the employee, the term "grievance" as used herein means an appeal by an employee or group of employees from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. Standards Clause - The purpose of this policy is to clarify the application of the "Internal Affairs" policy and procedures promulgated by the New Jersey Attorney General and previously adopted by this department. The Attorney General mandated that adoption of the policy and procedures be established and applied by the law enforcement agencies employing encompassing fundamentals of the disciplinary process; a policy management system rules and regulations, and a progressive disciplinary standard for all law enforcement employees. This clause deals with the application of the standard.

E. Policy

1. Discipline

a. All disciplinary matters within the Police Department shall be in accordance with the AG's Guidelines.

b. No permanent employee shall be disciplined, demoted, or discharged without just cause. Any such disciplinary or discharge proceedings or any complaint shall be processed in accordance with the law, the AG's guidelines, the policy of this Department, and the current Collective Bargaining Agreement. Employees shall have the right to council, union representation, and the rights as defined by the "Law Enforcement Officers Protection Act", "Weingarten", and "Garrity", and "Louernnill".

2. Suspensions

Any member disciplined for any departmental charges shall be entitled to a hearing. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

3. Appeals

All appeals or disciplinary actions shall comply with applicable law. Minor disciplinary actions maybe appealed through the Collective Bargaining Agreement Grievance Procedure. Appeals of major disciplinary action shall not be subject to the CBA grievance' procedure.

F. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The Council shall institute written action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or when was known, or reasonably should have been known and an earnest effort shall be made to settle the difference between the aggrieved employee and the Director of Public Safety or the Chief of Police for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Director of Public Safety or the Chief of Police or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance. Failure to act in writing within ten (10) calendar days by the Council shall be deemed to constitute an abandonment of the grievance.

Step Two: If the Council wishes to appeal the decision of the Director of Public Safety or the Chief of Police, such appeal shall be presented in writing to the Township Committee within ten (10) workdays thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Committee shall respond in writing to the grievance within thirty (30) calendar days of the submission.

Step Three: Within five (5) calendar days, exclusive of designated holidays and Saturdays and Sundays of the Township Committee's decision, the Council may apply to the Public Employment Relations Commission (PERC) for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Council will send notice to the Employer of its arbitration petition.

- a. The decision of the Arbitrator shall be binding upon the Employer and the Council and the employee.
- b. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- c. The costs for the services of the Arbitrator shall be borne equally by the Council and the Township. Any other expense, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

d. The Arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, or detract from in anyway the provisions of this Agreement or of any amendment or supplement thereof.

e. Only one (1) grievance at a time may be submitted to any one (1) arbitrator.

G. Upon prior notice and authorization of the Police Chief, the designated Council representative shall be permitted as a member of the Grievance Committee to confer with the employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off duty employees.

H. The time limits expressed herein shall be strictly adhered to.. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. .If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance.

ARTICLE 22

DATE TO START NEGOTIATIONS FOR NEW CONTRACT

The parties agree that negotiations for a new contract will commence no later than September 15 of the last year of this agreement.

ARTICLE 22

REVERTER CLAUSE

For the date of execution of this Agreement through December 31, 2013 collective negotiations agreement term, the Township agrees that if it lays off any full-time police officers covered under this agreement, the concession made by the FOP herein shall revert back to the terms contained in the agreement expiring on December 31, 2010. This clause shall sunset on December 31, 2013, and the concessions included in this Agreement shall become permanent effective thereafter, unless changes are negotiated by both parties.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their hands and seals this 23rd day of June, 2011. at 12:00 pm

Lower Alloways Creek Police Officers

Township of Lower Alloways Creek

Dough A. Hasler

Ellen B. Pomper

Mayor

John T. Brackley

Robert F. Breslin

Daal

Paul H. Capbell

Clerk

QC 6/22/11

